



County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

May 2, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONVEYANCE OF COUNTY-OWNED REAL PROPERTY
TO THE CITY OF SOUTH GATE
8640 CALIFORNIA AVENUE, SOUTH GATE
(FIRST) (4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the property located at 8640 California Avenue, South Gate, legally described in Exhibit A to Attachment A, is surplus to any present and foreseeable County needs.
2. Find that the proposed direct sale of the surplus property is categorically exempt from the California Environmental Quality Act (CEQA).
3. Approve the conveyance of the California Avenue property for \$1,425,000 to the City of South Gate.
4. Approve and instruct the Mayor to sign upon presentation an agreement in a format similar to the attached Sale and Purchase Agreement (Attachment A) and the Quitclaim Deed (Attachment B), both of which have been approved as to form by County Counsel.
5. Instruct the Auditor-Controller to deposit the sale proceeds into the Asset Development Implementation Fund as directed by the Chief Administrative Office (CAO).
6. Authorize the CAO to execute any other documents necessary to complete the sales transaction upon approval by County Counsel.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Originally constructed in 1955 for use as a County courthouse, the property served in such capacity until July 2004 when the building was vacated and the services formerly provided therein were transferred to the existing courthouses in Huntington Park and Downey. The cited reasons for vacating this building included its functional obsolescence and the need to reduce overall expenditures within the Countywide court system. CAO staff has analyzed this facility for possible backfill by other County departments, but due in part to its location and configuration of the existing improvements which are unique to courthouse facilities, there are no appropriate other uses for the building.

As a result, the subject property is considered surplus to the County's needs. The City of South Gate's acquisition of the property will allow the City to re-develop the existing building for City use and provide an opportunity for the County to sell this asset at its fair market value.

Implementation of Strategic Plan Goals

The approval of this sale will provide funds that will be used to improve the physical infrastructure of the County's existing real estate assets which is in accordance with the stated goal of strengthening the County's fiscal capacity as provided in the County of Los Angeles Strategic Plan (Goal 4).

FISCAL IMPACT/FINANCING

The City of South Gate has agreed to pay the County \$1,425,000 in cash for the property. The sales price was determined by appraisal commissioned by the City of South Gate and is within an acceptable range of fair market value as determined by the appraisal prepared on behalf of the County.

Proceeds from the sale will be deposited into the Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the property to the City of South Gate is authorized by Section 25365 of the California Government Code which authorizes real property transfers to other governmental agencies. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

The subject building was developed for courthouse purposes. It is one story with basement and consists of 18,000 square feet and provides parking for 35 automobiles on a 35,374 square foot lot.

The Honorable Board of Supervisors
May 2, 2006
Page 3

In accordance with your Board's policy, a restriction has been placed upon the deed reserving the mineral rights upon the property to the County.

County Counsel has reviewed the Sale and Purchase Agreement and the Quitclaim Deed related to the conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus governmental property is a Class 12 categorical exemption from CEQA pursuant to Section 15312 of the State CEQA guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

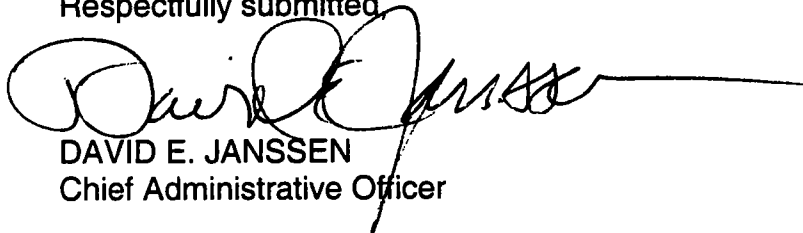
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Inasmuch as the property has been vacant for some time and has not been contemplated for any future use by the County, there will be no impact on County services.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an original executed Quitclaim Deed, executed original Purchase and Sale Agreement, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CB:CK:dd

Attachments (2)

c: County Counsel
Auditor-Controller

ATTACHMENT A
SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006 ("Effective Date"), by and between the **COUNTY OF LOS ANGELES** ("Seller"), and the **CITY OF SOUTH GATE** ("Buyer") a California public body. Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. **Sale and Purchase.** Seller is the owner of certain real property located at 8640 California Avenue, in the City of South Gate, County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, (the "Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is One Million Four Hundred and Twenty Five Thousand (\$1,425,000.00), payable and deposited by Buyer in an escrow account maintained by Chicago Title prior to the Closing Date.

Payments shall be made by check payable to the County of Los Angeles drawn from an account administered by Chicago Title.

3. **Costs.** All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, escrow fees, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses. Any taxes, penalties or assessments shall be prorated as of the Closing Date with Seller to be responsible for costs attributable to any prorated portions assessed as of the Closing Date.

4. **Conveyance and Closing Date.** Seller shall convey the Property to Buyer by quitclaim deed (the "Deed"), subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; and b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any. Seller shall convey the Property on or before the later of (i) April 20, 2006, or (ii) a date occurring fifteen (15) days after the County of Los Angeles Board of Supervisors approves the sale of the Property, or (iii) a date occurring seven (7) days after the City of South Gate City Council approves the purchase of the Property (the "Closing Date").

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property: Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: City of South Gate, a California public body. The Deed will be deposited with Chicago Title and held until confirmation of deposit of the entire purchase price with Chicago Title is obtained, at which time Chicago Title shall record the Deed in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. The original Deed shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 hereof.

8. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property:

None

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.

9. Mineral Rights. Seller reserves to itself and excepts from the conveyance contemplated herein all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

10. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

11. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

12. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

13. Assignment. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

14. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid; overnight courier service with confirming receipt or fax and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management
Facsimile (213) 217-4968

Buyer: City of South Gate
8650 California Avenue
South Gate, CA 90280
Attention: Bryan Cook
Assistant to the City Manager
Facsimile (323) 569-2678

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked, or date of receipt confirmation in the case of overnight delivery or facsimile, to the addresses shown above.

15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

16. Remedies. In the event of Buyer's or Seller's failure to consummate the transaction contemplated by this Agreement, the other party shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

17. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

18. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

19. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

20. California Law. This Agreement shall be construed in accordance with the laws of the State of California.

21. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

22. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

23. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

24. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

25. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

26. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

27. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

28. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

29. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

(SIGNITURE PAGE FOLLOWS)

IN WITNESS HEREOF, the parties have executed this Agreement as of the Effective Date and for reference purposes only, individual signatures of the Buyer have been dated as indicated below.

“BUYER”

CITY OF SOUTH GATE, a California public body

By: _____
Maria Davila, Mayor

Dated: _____, 2006

ATTESTED BY:

APPROVED AS TO FORM:

Carmen Avalos, City Clerk

Raul F. Salinas, City Attorney

Dated _____, 2006

Dated _____, 2006

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

“SELLER”

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

Joanne Sturges
Acting Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

Those portions of Lots 2 and 3, Tract No. 3477, as per Map recorded in Book 38, Pages 11 and 12, of Maps, in the Office of the Recorder of the County of Los Angeles, and those portions of Lots 285, 286 and 287, Tract No. 3722, as per map recorded in Book 40, Page 54, of said Maps, within the following described boundaries:

Commencing at the northeasterly corner of Lot 288, said Tract No. 3722; Thence south 7°04'00" west along the easterly lines of Lots 288 and 287, said Tract, a distance of 203.90 feet to the True Point of Beginning; Thence north 82°56'00" west 169.98 feet; Thence south 7°04'00" west 60.04 feet; Thence south 82°56'00" east 141.00 feet to the easterly line of said Lot 285; Thence north 7°04'00" east along the easterly lines of said Lots 285, 286 and 287, a distance of 238.54 feet to said True Point of Beginning.

ATTACHMENT B
QUITCLAIM DEED

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO

City of South Gate
8650 California Street
South Gate, CA 90280
Attention: Gary Milliman

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Space above this line for Recorder's use _____

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 6210-017-900

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for One Million Four Hundred and Twenty Five Thousand Dollars, receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

CITY OF SOUTH GATE, a California public body ("Buyer")

all of the County's right, title and interest in and to the described real property, (the "Property"), reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of South Gate, County of Los Angeles, State of California and is further described in Exhibit A attached hereto.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. 2250

By _____
Michael D. Antonovich
Mayor, Los Angeles County

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2006, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

JOANNE STURGES, Acting Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By  _____
Deputy

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